

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOUTSOUDAKIS & IAKOVOU LAW
GROUP, PLLC,

Plaintiff,

– *against* –

BULENT OSMAN, JOSEPH AUDDINO, *and*
J. STREICHER, LLC,

Defendants.

ORDER

22-cv-06351 (ER)

RAMOS, D.J.:

Koutsoudakis & Iakovou Law Group, PLLC (the “Firm”) filed the instant complaint against Bulent Osman, Joseph Auddino, and J. Streicher, LLC on July 26, 2022, alleging (1) breach of contract; (2) breach of the duty of good faith and fair dealing; (3) quantum meruit; (4) action on an account stated; and (5) unjust enrichment. Doc. 1 ¶¶ 18–52. On November 18, 2022, Auddino moved to dismiss the Complaint against him, which the Court granted on August 14, 2023. Doc. 26. In the August 14, 2023 Opinion & Order, the Court directed the Firm to submit an update as to the status of the proceedings against Osman and J. Streicher—who had not yet responded to the Complaint—and granted it leave to file an amended complaint, which it did on August 29, 2023.¹ Docs. 26, 37.

On August 18, 2023, with no response or answer from Osman or J. Streicher, the Firm moved for default judgment. Doc. 35. The Court held a show cause hearing on September 28, 2023, and granted the Firm’s motion for default judgment as to Osman and J. Streicher on

¹ The Amended Complaint raised the above five claims as to Osman and J. Streicher only, and included a sixth claim for breach of contract against Auddino. Doc. 37 ¶¶ 57– 59. However the breach of contract claim against Auddino has been dismissed, Doc. 57, and is not relevant to the instant Order.

September 29, 2023, with damages to be calculated upon resolution of the entire action. Doc. 46.

The Court referred the case to Magistrate Judge Sarah L. Cave on June 7, 2024, for an inquest on damages. Doc. 59. On August 22, 2024, the Firm submitted its proposed findings of facts and conclusions of law. Doc. 65. No response was submitted.

Magistrate Judge Cave issued a Report and Recommendation (“R&R”) on December 20, 2024, recommending (1) the Firm be awarded damages on its breach of contract claim only, and that Osman and J. Streicher be held jointly and severally liable for:

- Damages in the amount of \$105,425.66;
- Prejudgment interest, at a rate of nine percent per annum, to be calculated from September 17, 2021 through the date judgment is entered; and
- Post-judgment interest pursuant to 28 U.S.C. § 1961,

and (2) that the Firm’s request for attorneys’ fees and costs be denied. Doc. 66 at 21, 22.

The R&R directed that the parties had fourteen days to file written objections to the Report. *Id.* at 23. To date, no objections have been made.

I. STANDARD OF REVIEW

A district court reviewing a magistrate judge’s report and recommendation “may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge.” 28 U.S.C. § 636(b)(1)(C). Parties may raise “specific,” “written” objections to the report and recommendation “[w]ithin fourteen days after being served with a copy.” *Id.*; *see also* Fed. R. Civ. P. 72(b)(2).

A district court reviews *de novo* those portions of the report and recommendation to which timely and specific objections are made. 28 U.S.C. § 636(b)(1)(C); *see also United States v. Male Juvenile (95-CR-1074)*, 121 F.3d 34, 38 (2d Cir. 1997). The district court may adopt

those parts of the report and recommendation to which no party has timely objected, provided no clear error is apparent from the face of the record. *Lewis v. Zon*, 573 F. Supp. 2d 804, 811 (S.D.N.Y. 2008).

II. DISCUSSION

Notwithstanding that no objections were filed, the Court reviewed Magistrate Judge Cave's well-reasoned Report and finds no error, clear or otherwise. The Court therefore adopts Magistrate Judge Cave's recommendation.

III. CONCLUSION

For the reasons set forth above, the Court awards damages to Koutsoudakis & Iakovou Law Group, PLLC on its breach of contract claim only, and holds Osman and J. Streicher jointly and severally liable for:

- Damages in the amount of \$105,425.66;
- Prejudgment September 17, 2021 through the date judgment is entered; and interest, at a rate of nine percent per annum, to be calculated from
- Post-judgment interest pursuant to 28 U.S.C. § 1961.

The Firm's request for attorneys' fees and costs is DENIED. The Clerk of the Court is respectfully directed to close the case.

It is SO ORDERED.

Dated: April 23, 2025
New York, New York



EDGARDO RAMOS, U.S.D.J.